

**Human Development Association, Inc. and 1199 National Health and Human Service Employees Union and District 6, International Union of Industrial, Service, Transport and Health Employees Union.** Cases 29-CA-18269 and 29-CA-18299

August 22, 1994

**DECISION AND ORDER**

BY MEMBERS STEPHENS, DEVANEY, AND  
BROWNING

**STATEMENT OF THE CASES**

On August 3, 1994, Human Development Association, Inc. (the Respondent) and the General Counsel of the National Labor Relations Board entered into a stipulation, in settlement of the cases, approved by Administrative Law Judge D. Barry Morris<sup>1</sup> and subject to the Board's approval, providing for the entry of a consent order by the Board and a consent judgment by any appropriate United States court of appeals. The parties waived all further and other proceedings before the Board to which they may be entitled under the National Labor Relations Act and the Board's Rules and Regulations, and the Respondent waived its right to contest the entry of a consent judgment or to receive further notice of the application therefor.

The Board has delegated its authority in this proceeding to a three-member panel.

The stipulation is approved and made a part of the record, and the proceeding is transferred to and continued before the Board in Washington, D.C., for the entry of a Decision and Order pursuant to the provisions of the stipulation.

On the basis of the stipulation and the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. THE RESPONDENT'S BUSINESS**

The Respondent is, and has been at all times material, a corporation duly organized under, and existing by virtue of, the laws of the State of New York.

At all times material, the Respondent has had its principal office and place of business located at 12 Heyward Street, in the Borough of Brooklyn, city and State of New York (the Brooklyn facility), where it has been engaged in the provision of home care attendant services to Medicaid recipients pursuant to a contract with the city of New York, Department of Social Services of the Human Resources Administration.

<sup>1</sup>At the hearing the Charging Parties objected to the settlement stipulation and refused to enter into it. Charging Party District 6, filed written objections with the Board on August 5, 1994. We have considered the objections and, for the reasons stated by the judge, find they do not form a basis for rejecting the settlement stipulation.

During the past year, the Respondent, in the course and conduct of its business operations described above, derived gross revenues valued in excess of \$500,000 from the State of New York.

During the past year, the Respondent, in the course and conduct of its business operations described above, purchased and received at its Brooklyn facility products, goods, and materials valued in excess of \$50,000, directly from points located outside of the State of New York.

The Respondent admits, and we find, that it is an employer engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act.

**II. THE LABOR ORGANIZATIONS INVOLVED**

1199 National Health and Human Service Employees Union is a labor organization within the meaning of Section 2(5) of the Act.

District 6, International Union of Industrial, Service, Transport and Health Employees Union is a labor organization within the meaning of Section 2(5) of the Act.

United Production Workers Union, Local 17-18 is a labor organization within the meaning of Section 2(5) of the Act.

**ORDER**

On the basis of the above stipulation, and the entire record, and pursuant to Section 10(c) of the National Labor Relations Act, the National Labor Relations Board orders that the Respondent, Human Development Association, Inc., Borough of Brooklyn, city and State of New York, its officers, agents, successors, and assigns, shall

1. Cease and desist from

(a) Coercively interrogating its employees regarding their choice in a Board election.

(b) Directing its employees not to vote for 1199, or any other labor organization.

(c) Promising employees dental and retirement benefits and a "good job" to induce employees to vote "no" in the Board election.

(d) Directing its employees to bring their Board election ballots to any mandatory meeting held by the Respondent.

(e) Directing its employees to provide it with their Board election ballot.

(f) Promising employees work assignments if they provided their Board election ballot.

(g) Confiscating Board election ballots from employees.

(h) Marking employees' Board election ballots.

(i) Directing employees in the marking of their Board election ballots.

(j) Directing its employees not to select a union or select "none" on the Board's election ballot.

(k) In any other manner interfering with, restraining, or coercing employees in the exercise of their right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and to refrain from any and all such activities except to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized by Section 8(a)(3) of the National Labor Relations Act.

2. Take the following affirmative action which the National Labor Relations Board finds will effectuate the policies of the National Labor Relations Act.

(a) Post at its Brooklyn facility copies of the attached notice marked "Appendix."<sup>2</sup> Copies of the notice, on forms provided by the Regional Director for Region 29, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(b) Provide to the Regional Director for Region 29 mailing labels so that the Regional Director can mail to all unit employees, in English and translated into their native languages, copies of the attached notice.

(c) Provide the Regional Director for Region 29 sufficient copies of the attached notice that have been signed by the Respondent's authorized representative, for mailing to 1199, District 6, and Local 17-18.

(d) Pay for all costs incurred in conducting a second election in Case 29-RC-6136, the expenditures to be at the sole discretion of the Regional Director for Region 29 and the costs to include, inter alia, printing, translating, postage, mailing, and polling site rentals; and reimburse the United States Government for all fees and costs incurred through use of Board personnel, including Board attorneys, in conducting the second election; the Respondent's obligation to pay for the costs of conducting a second election and to reimburse the United States Government for all fees and costs incurred through use of Board personnel, including Board attorneys, is not to exceed \$75,000.

(e) It is agreed and understood that any disputes that may arise in connection with the Respondent's obligation to reimburse the United States Government, the National Labor Relations Board, for all costs in con-

ducting a second election, as set forth above, shall be exclusively and finally resolved by the Regional Director for Region 29.

(f) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

## APPENDIX

### NOTICE TO EMPLOYEES POSTED BY THE ORDER OF THE NATIONAL LABOR RELATIONS BOARD An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

Section 7 of the Act gives employees these rights.

- To organize
- To form, join, or assist any union
- To bargain collectively through representatives of their own choice
- To act together for other mutual aid or protection
- To choose not to engage in any of these protected concerted activities.

WE WILL NOT interrogate our employees regarding their choice in any election conducted by the National Labor Relations Board.

WE WILL NOT direct our employees not to vote for 1199 National Health and Human Service Employees Union, or any other labor organization, in any election conducted by the Board.

WE WILL NOT promise our employees dental or retirement benefits, or a "good job," or any other benefits to induce them to vote "no" in any election conducted by the Board.

WE WILL NOT direct our employees to bring their Board election ballots to any mandatory meeting held by us.

WE WILL NOT direct our employees to provide us with their Board election ballots or promise them work assignments or other benefits if they provide their ballots to us.

WE WILL NOT confiscate Board election ballots from our employees, or mark employees' Board election ballots, or direct employees in the marking of their ballots.

WE WILL NOT direct our employees not to select a union or to select "none" on the Board's election ballot.

WE WILL NOT in any other manner interfere with, restrain, or coerce our employees in the exercise of their rights to self-organization, to form labor organizations, to join, or assist any labor organization, to bargain collectively through representatives of their own

<sup>2</sup>If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities to the extent that such right may be affected by an agreement requiring membership in a labor organization as a condition of employment as authorized in Section 8(a)(3) of the National Labor Relations Act, as modified by the Labor Management Reporting Disclosure Act of 1959.

We have agreed that the mail ballot election conducted in Case 29–RC–6136 shall be set aside, and that a second election shall be conducted in Case 29–RC–6136, and WE WILL pay for all costs incurred in

conducting a second election in Case 29–RC–6136, the expenditures to be at the sole discretion of the Regional Director for Region 29 and the costs to include, inter alia, printing, translating, postage, mailing, and polling site rentals; and reimburse the United States Government for all fees and costs incurred through use of Board personnel, including Board attorneys, in conducting the second election; our obligation to pay for the costs of conducting a second election and to reimburse the United States Government for all fees and costs incurred through use of Board personnel, including Board attorneys, is not to exceed \$75,000.

HUMAN DEVELOPMENT ASSOCIATION, INC.